



WASHOE COUNTY

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CM/ACM JS
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DA KM
Risk Mgt DE
HR NA
Other NA

STAFF REPORT

BOARD MEETING DATE: April 11, 2017

DATE: Wednesday, March 29, 2017

TO: Board of County Commissioners

FROM: Kerri Heward, Director, Forensic Science Division
(775) 328-2803, kheward@washoecounty.us

THROUGH: Sheriff Chuck Allen *by: TC-1161*

SUBJECT: Recommendation to approve the Interlocal Contract between Public Agencies: the Washoe County Sheriff's Office Forensic Science Division and the State of Nevada, Department of Public Safety, Office of the Director for Forensic Services including Forensic analysis, DNA testing for Parole and Probation and Toxicology Laboratory analysis for the term of July 1, 2017 through June 30, 2021 with an income not to exceed [\$1,873,144.00] for FY 2018 through 2021. (All Commission Districts)

SUMMARY

The Washoe County Sheriff's Office Crime Laboratory contracts with several agencies that require Forensic Services. This Interlocal Contract with the State of Nevada provides for Forensic Services including DNA Compact Offender testing and Toxicology testing in the northern part of Nevada.

Washoe County Strategic Objective supported by this item: Safe, Secure and Healthy Communities.

PREVIOUS ACTION

The Washoe County Sheriff's Office has contracted to provide forensic services for the northern part of the State of Nevada since 1993. The current contract with the State for the Forensic Services expires June 30, 2017.

BACKGROUND

The Washoe County Sheriff's Office provides Forensic Services to Federal, State and Local Agencies throughout Nevada. These services are provided by contract. The Nevada Department of Public Safety, Office of the Director wishes to renew their agreement with Washoe County Sheriff's Office to continue to perform the duties involved in Forensic analysis, DNA testing for Parole and Probation and Toxicology Laboratory analysis for the northern portion of the State of Nevada. The State of Nevada presented Washoe County with the Interlocal Contract effective July 1, 2017 through June 30, 2021. The Washoe County Sheriff's Office will provide service as set forth in

AGENDA ITEM # 12

Attachment AA – Scope of Work DNA Testing; Attachment BB Scope of Work Forensic Analysis per Exhibit A and Attachment CC Scope of work – Toxicology Analysis. The fees provided with this contract cover the cost of services.

FISCAL IMPACT

The revenues from this contract will be deposited into General Ledger Accounts:

Annual Income estimated at \$6,500 for FY 2018 through FY 2021 into account 20003-460314 Genetic Marker Fees

Annual Income estimated at \$85,000 for FY 2018 through FY 2021 into account 150651-460318 Forensic Toxicology Fees.

Annual Income of (\$277,864; \$291,760; \$291,760; \$291,760) for FY 2018; FY 2019; FY 2020; and FY 2021 respectively into account 150660-460162 Crime Lab Services to Outside Agencies.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the Interlocal Contract between Public Agencies: the Washoe County Sheriff's Office Forensic Science Division and the State of Nevada, Department of Public Safety, Office of the Director for Forensic Services including Forensic analysis, DNA testing for Parole and Probation and Toxicology Laboratory analysis for the term of July 1, 2017 through June 30, 2021 with an income not to exceed [\$1,873,144.00] for FY 2018 through 2021.

POSSIBLE MOTION

Should the board agree with staff's recommendation, a possible motion would be: Move to approve the Interlocal Contract between Public Agencies: the Washoe County Sheriff's Office Forensic Science Division and the State of Nevada, Department of Public Safety, Office of the Director for Forensic Services including Forensic analysis, DNA testing for Parole and Probation and Toxicology Laboratory analysis for the term of July 1, 2017 through June 30, 2021 with an income not to exceed [\$1,873,144.00] for FY 2018 through 2021.

INTRASTATE INTERLOCAL CONTRACT BETWEEN PUBLIC AGENCIES

A Contract Between the State of Nevada
Acting By and Through Its

Department of Public Safety, Office of the Director
555 Wright Way
Carson City, NV 89711
775-684-4593

And

Washoe County Sheriff's Office – Forensic Science Division
911 Parr Blvd.
Reno, NV 89512
775-328-2810

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed that the services of the **WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION** hereinafter set forth are both necessary to the **DEPARTMENT OF PUBLIC SAFETY – OFFICE OF THE DIRECTOR** and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by appropriate official action of the governing body of each party.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
3. **CONTRACT TERM.** This Contract shall be effective July 1, 2017 to June 30, 2021, unless sooner terminated by either party as set forth in this Contract.
4. **TERMINATION.** This Contract may be terminated by either party prior to the date set forth in paragraph (3), provided that a termination shall not be effective until thirty (30) days after a party has served written notice upon the other party. This Contract may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Contract shall be terminated immediately if for any reason State and/or federal funding ability to satisfy this Contract is withdrawn, limited, or impaired.
5. **NOTICE.** All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth above.

6. **INCORPORATED DOCUMENTS.** The parties agree that the services to be performed shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA: SCOPE OF WORK – DNA Testing for the Division of Parole and Probation

ATTACHMENT BB: SCOPE OF WORK – Forensic Analysis

EXHIBIT A: Full Services Provided Under the Forensic Science Division Contract

ATTACHMENT CC: SCOPE OF WORK – Toxicology Laboratory Analysis

7. **CONSIDERATION.** WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION agrees to provide services as set forth in the following attachments:

- A) Attachment AA – SCOPE OF WORK-DNA Testing. Parole and Probation will remit the total amount actually collected from the Parole and Probation client, up to the sum of one hundred fifty dollars and no cents (\$150.00), for each DNA test performed. The fee for the DNA test is to be collected from the client by Parole and Probation. The total amount for DNA Testing services shall not exceed eighty thousand dollars and no cents (\$80,000.00) with installments payable upon receipt of invoice.
- B) Attachment BB – SCOPE OF WORK-Forensic Analysis at a cost of not more than two hundred seventy-seven thousand eight hundred sixty-four dollars and no cents (\$277,864.00) for state fiscal year 2018; two hundred ninety-one thousand seven hundred sixty dollars and no cents (\$291,760.00) for state fiscal year 2019; two hundred ninety-one thousand seven hundred sixty dollars and no cents (\$291,760.00) for state fiscal year 2020; two hundred ninety-one thousand seven hundred sixty dollars and no cents (\$291,760.00) for state fiscal year 2021. The total amount for Forensic Analysis services shall not exceed one million one hundred fifty-three thousand one hundred forty-four dollars and no cents (\$1,153,144.00), with the installments payable quarterly upon receipt of invoice.
- C) Attachment CC – SCOPE OF WORK-Toxicology Testing at a cost of not more than six hundred forty thousand dollars and no cents (\$640,000) with the installments payable monthly upon receipt of invoice.

The total contract amount for the services specified in this Contract shall not exceed one million eight hundred seventy-three thousand one hundred forty-four dollars and no cents (\$1,873,144.00). Any intervening end to an annual or biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

8. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations expressly provided.

9. **INSPECTION & AUDIT.**

a. **Books and Records.** Each party agrees to keep and maintain under general accepted accounting principles full, true and complete records, agreements, books, and documents as are necessary to fully disclose to the other party, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with any applicable regulations and statutes.

b. **Inspection & Audit.** Each party agrees that the relevant books, records (written, electronic, computer related or otherwise), including but not limited to relevant accounting procedures and practices of the party, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location where such

records may be found, with or without notice by the other party, the State Auditor, Employment Security, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained by each party for a minimum of three years and for five years if any federal funds are used in this Contract. The retention period runs from the date of termination of this Contract. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. BREACH; REMEDIES. Failure of either party to perform any obligation of this Contract shall be deemed a breach. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs.

11. LIMITED LIABILITY. The parties will not waive and intend to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. To the extent applicable, actual contract damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

13. INDEMNIFICATION. Neither party waives any right or defense to indemnification that may exist in law or equity.

14. INDEPENDENT PUBLIC AGENCIES. The parties are associated with each other only for the purposes and to the extent set forth in this Contract, and in respect to performance of services pursuant to this Contract, each party is and shall be a public agency separate and distinct from the other party and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

15. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

16. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. ASSIGNMENT. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Contract without the prior written consent of the other party.

18. OWNERSHIP OF PROPRIETARY INFORMATION. Unless otherwise provided by law or this Contract, any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under this Contract), or any other documents or drawings, prepared or in the course of preparation by either party in performance of its obligations under this Contract shall be the joint property of both parties.

19. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

20. CONFIDENTIALITY. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law or otherwise required by this Contract.

21. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract and that the parties are authorized by law to perform the services set forth in paragraph (6).

22. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the jurisdiction of the Nevada district courts for enforcement of this Contract.

23. ENTIRE AGREEMENT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto, approved by the State of Nevada Office of the Attorney General.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Washoe County Sheriff's Office

Chief Allen

Washoe County Sheriff's Office

Date 3/24/17

Washoe County

By: _____
Chairman, Washoe County Board of County Commissioners

Date

ATTEST:

Washoe County Clerk

Nevada Department of Public Safety

Sheri Brueggemann, Senior Fiscal Officer, Department of Public Safety

Date

Signature - Nevada State Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

On _____
(Date)

Deputy Attorney General for Attorney General, State of Nevada

On _____
(Date)

**ATTACHMENT AA
SCOPE OF WORK
DNA TESTING**

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PAROLE AND PROBATION (P&P)
AND
WASHOE COUNTY SHERIFF'S OFFICE – FORENSIC SCIENCE DIVISION**

Parole and Probation:

- Collect payments from probationers or parolees for completion of DNA testing per NRS 176.0916;
- Deposit money in a fund for genetic marker testing, created in the state general fund;
- Monthly – create a report identifying list of probationers or parolees and related amounts of money that have been paid to P&P and DNA testing;
- Download this report to a CSV (comma delimited) file;
- Send the file via email to the appropriate Washoe County Sheriff's Office Forensic Science Division employee;
- Remit to the Washoe County Sheriff's Office the total amount actually collected from the P&P client, up to the sum of one hundred fifty dollars and no cents (\$150.00), for each DNA test performed.

Washoe County Sheriff's Office Forensic Lab:

- Conduct an analysis of each biological specimen obtained from a P&P offender and submit it to the Washoe County Sheriff's Office to determine the genetic markers of the specimen;
- Cross check the list of P&P offenders with samples received;
- Based on the list and monies paid to P&P, create invoice for payment of DNA testing services;
- Send the invoice to P&P for payment.

In the event of notice, the following are to be notified:

For the State of Nevada, Department of Public Safety:

Contracts Manager
Department of Public Safety, Director's Office
555 Wright Way
Carson City, NV 89711-0200
(775) 684-4593

For the Washoe County Sheriff's Office:

Director of Lab Services, Forensic Laboratory
Washoe County Sheriff's Office, Forensic Science Division
911 Parr Blvd.
Reno, NV 89512
(775) 328-2810

**ATTACHMENT BB
SCOPE OF WORK**

FORENSIC ANALYSIS

The Scope of Work represents the agreed-upon services provided to the State of Nevada, Department of Public Safety (DPS) Divisions covered under the Interlocal Contract for Forensic and Criminalistic Laboratory Analysis Services provided by and through the Washoe County Sheriff's Office, Forensic Science Division.

1. Washoe County Sheriff's Office, Forensic Science Division will provide the named services to the following State of Nevada, Department of Public Safety Agencies:

Nevada DPS, Investigation Division
Nevada DPS, Highway Patrol
Nevada DPS, Parole & Probation
Nevada DPS, State Fire Marshal's Office
Nevada DPS, Capitol Police
2. The described services in Exhibit A (Full Services Provided Under the Forensic Science Division Contract) will be provided for the agencies listed above except for cases originating in Nye, Esmeralda, Lincoln and Clark Counties.
3. The **exclusion** to the listed services provided will be those **service costs** that are legislatively mandated as the responsibility of the convicted Offenders.
4. Washoe County Sheriff's Office, Forensic Science Division further agrees to provide the submitting Department/Division/Agency with reports of examination on each case.
5. Washoe County Sheriff's Office, Forensic Science Division agrees to provide the DPS Director's Office, Contracts Manager, with an annual statistical report of services provided, including a breakdown of the DPS Division to which the services were provided. Payment will be made by DPS quarterly upon receipt of an invoice for services completed.
6. Washoe County Sheriff's Office Forensic Science Division, shall not assign, transfer, or delegate any rights, obligations or duties under this Interlocal without the prior written consent of the Department of Public Safety.
7. While performing services under this Interlocal Contract, employees of the Washoe County Sheriff's Office, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Office, Forensic Science Division and shall retain all benefits of their employment with same.

8. In the event of notice, the following are to be notified:

For the State of Nevada, Department of Public Safety:

Contracts Manager
Department of Public Safety, Director's Office
555 Wright Way
Carson City, NV 89711-0200
(775) 684-4593

For the Washoe County Sheriff's Office, Forensic Science Division:

Kerri Heward, Laboratory Director
Washoe County Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, NV 89512-1000

Trish Beckman, Administrative Secretary
Washoe county Sheriff's Office
Forensic Science Division
911 Parr Blvd.
Reno, NV 89512-1000

Exhibit A FY 18-21

Full Services Provided Under the Forensic Science Division Contract Option A

Controlled Substances

- Qualitative analysis and identification of substances controlled under the Federal Controlled Substances Act (CSA) or the Nevada Administrative Code (NAC).
 - Up to 5 separate items can be submitted per case.
 - Evidence will be accepted in cases that are being actively prosecuted, needed for Grand Jury to support charges, to obtain a warrant, in an on-going investigation, or for officer safety.
- Only selected items from those submitted will be analyzed.
 - When substances likely to contain a Schedule I compound are submitted, one of each type of substance will be analyzed.
 - When a Schedule I compound is identified, substances likely to contain a compound in a lower schedule will not be analyzed.
 - Visually similar substances will be tested when the total net weight could substantiate a trafficking charge. This may be deferred until the case is set for District Court.
 - Residue and paraphernalia items only will be tested when no other controlled substance evidence exists.
 - Pharmaceutical preparations (tablets or capsules)
 - ♦ Identification of any controlled substance in one dosage unit when no other controlled substance evidence is present (except marijuana).
 - ♦ Visual examination only when a scheduled controlled substance is identified, as outlined above (except marijuana), or if consistent with prescription or over-the-counter preparations.

Additional controlled substance exhibits may be analyzed on a case by case basis. If services beyond those listed above are needed, please contact the division for consultation prior to submitting the evidence.

- Controlled Substances services NOT included, or restricted.
 - Quantitative or purity analysis
 - Analysis of the contents of syringes; unless extenuating circumstances exist as approved by the Laboratory Director
 - Analysis of non-controlled substances as poisons, clandestine laboratories chemicals, and various cutting agents.
 - Clandestine lab testimony

Shoeprint and Tire track Comparison

Firearms/Toolmark Examinations (Cases going to court and those needed for investigative purposes are being prioritized. After those, cases are being worked in reverse order (newest first))

- Distance determination
- Comparative analysis (bullets, cartridge cases, toolmarks etc.)
- Weapon function test
- Serial number restoration

Crime Scene Investigation (24/7 Response)

- Homicide
- Attempted homicide
- Officer involved shootings
- Questionable deaths with detective on scene
- Kidnapping
- Child abuse
- Sexual assault with substantial bodily injury or unknown suspect
- Battery with a deadly weapon with substantial bodily injury
- Armed robbery with substantial bodily injury
- Bank robbery with substantial bodily injury
- Robbery, strong armed, with substantial bodily injury
- Fatal traffic accidents when vehicular homicide is suspected
- Homicide autopsy
- Does NOT include response to non-major crimes such as burglary, recovered stolen vehicle, evidence collection from officer at hospital, consensual sexual cases, single vehicle fatality or response to collect a piece of evidence in the absence of a CSI officer

Latent Print Processing

- Appropriate chemical or powder processing of submitted items
- Development and submission of latent prints of value

Latent Print Comparison

- Evaluation of submitted prints- determination of value
- WIN/ABIS (Western Identification Network/Automated Biometric Identification System)
- Known subject comparison

Photo Laboratory Services

- Creation of CDs from scene photos taken by FIS
- CDs created from previously processed 35mm negatives

Primary Examination

- Presumptive and confirmatory stain characterization
 - ♦ Semen (presence of sperm cells)
 - ♦ Seminal fluid (absence of sperm cells)
 - ♦ Saliva
 - ♦ Blood including human blood
- Determination of human vs animal hair and suitability of hair for DNA testing

DNA Analysis

- Homicide (up to 15 evidentiary samples and 10 reference samples)
- Sexual crimes (with presence of sperm up to 3 evidentiary samples and 5 reference samples)
- Sexual crimes (absence of sperm up to 5 evidentiary samples and 5 reference samples)
- Crimes against a person (up to 4 evidentiary samples and 5 reference samples)
- Property crimes (up to 2 evidentiary samples and 5 reference samples)
- DNA samples in addition to above limits can be processed at \$250.00 per hour

Forensic services within the existing capabilities of the laboratory do NOT include the following:

- DNA analysis on skeletal remains, weapons violations, possession of stolen property, found property, vandalism, controlled substances, and larceny.
- Trace evidence analysis: fibers, glass, paint, hair, chemical unknowns, physical match, explosive materials, and arson (ignitable liquids)
- Latent print processing or DNA analysis of fired cartridge casings.
- Document examination such as handwriting comparisons
- Consultation on casework performed by other laboratories
- Casework or testimony on civil matters

Incomplete Case Submissions:

Examination requests that are missing information may be held for up to 30 days awaiting complete information. If the information is not received, the examination will be cancelled, no report will be issued, and the evidence will be returned to the submitting agency.

Note: The following services are provided by the Forensic Science Division but are not included as part of this contract as they are funded by other means.

- The Breath Alcohol Program is funded by the State.
- DNA analysis of convicted offenders samples per NRS 176.0913. The funding for this analysis is provided through the \$150.00 fee collection per NRS 176.0915 and grant funding.
- DNA Analysis of Arrestee sample for the database. This is funded through an administrative assessment per NRS 176.0623.
- The IBIS/NIBIN (Integrated Ballistic Identification System/National Integrated Ballistic Information Network) (firearms database) is included for all agencies. This is not a service that is charged for.

This scope of work does not include Toxicology services. Toxicology will continue to be billed on a per test basis. If you have any questions regarding Toxicology services, contact the Forensic Science Division.

ATTACHMENT CC
SCOPE OF WORK
TOXICOLOGY LABORATORY ANALYSIS

The Scope of Work is the agreed upon services provided to the State of Nevada, Department of Public Safety (DPS) by the Washoe County Sheriff's Department Forensic Science Division. This scope of work covers the testing of bodily fluids. NRS 484C.110 thru NRS 484C.190 requires laboratory testing in several categories. The current toxicology testing capability includes the following:

- Ethanol
- Methanol
- Isopropanol
- Acetone
- 11-nor-9-carboxy-delta 9 THC (marijuana metabolite)
- delta-9-THA (active component of marijuana)
- 3,4 methylenedioxyamphetamine (MDA)
- 3,4 methylenedioxymethamphetamine (MDMA or Ecstasy)
- 6-acetylmorphine (metabolite of heroin)
- 7-aminoclonazepam (clonazepam metabolite)
- alphahydroxyalprazolam
- alprazolam
- amphetamine
- benzoylecgonine (cocaine metabolite)
- butalbital
- carisoprodol
- clonazepam
- cocaine
- codeine
- diazepam
- fentanyl
- hydrocodone
- hydromorphone
- lorazepam
- meprobamate
- methadone
- methamphetamine
- midazolam
- morphine
- nordiazepam
- oxazepam
- oxycodone
- oxymorphone
- phenobarbital
- temazepam
- zolpidem

OUTSIDE LABORATORY TESTING:

Additional testing beyond the services offered by the Forensic Science Division can be forwarded to National Medical Services (NMS) Labs - Willow Grove, PA for analysis and expert witness testimony. Additional fees may apply.

TESTING PROTOCOLS:

The following protocols are used to determine what testing will be performed:

1. When an alcohol result of 0.090 g/100mL or higher is detected in non-felony cases, no additional testing for drugs will be performed unless specifically requested by the prosecuting attorney.
2. When drug testing results in a per se violation no additional testing for non-per se drugs will be performed unless specifically requested by the prosecuting attorney.
3. If both blood and urine samples are submitted and blood testing results in a per se violation or detection of a drug level that would affect driving, the urine sample will not be tested. No further testing will be performed unless requested by the prosecuting attorney.

Samples will be stored for up to 13 months unless requested in writing by the Attorney General/Records where they will be retained for four (4) years.

The testing results for blood alcohol or urine alcohol screens will be provided to the requesting agency not more than 10 working days of receipt to the lab.

Drug testing results (blood or urine) should be provided within a time period of two weeks to two months after receipt to the lab. In extreme cases, it could take longer depending on circumstances.

The results will be in writing with the signature of the criminalist on each document. The results must be submitted on a form that meets Nevada statutory and regulatory requirements for admissibility as evidence.

The above described services will be provided for DPS except for cases originating in Nye, Esmeralda, Lincoln and Clark counties.

Washoe County Sheriff's Department, Forensic Science Division will provide monthly invoices to DPS. Invoices must list dates of collection, detective, tests performed, test costs.

While performing services under this Interlocal Contract, employees of the Washoe County Sheriff's Department, Forensic Science Division, shall remain under the direction and control of the Washoe County Sheriff's Department and shall retain all benefits of their employment with the same.

